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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

THORNE HUCK et al.,)
)
 Plaintiffs,)
)
 vs.)
)
 COUNTRYWIDE HOME LOANS, INC. et al.,)
)
 Defendants.)
 _____)

3:09-cv-00643-RCJ-VPC

ORDER

This case arises out the foreclosure of Plaintiffs' mortgage. The Court previously granted motions to dismiss in part, dismissing all claims except that for statutorily defective foreclosure. The order, issued on December 28, 2010, required Plaintiffs to make three regular monthly payments during the injunction period and stated that "[f]ailure to make monthly payments during the injunction period, however, will result in a lifting of the injunction." Defendants have moved to lift the injunction or compel payment because Plaintiffs have made no payments, and their counsel, Attorney Lawton, has said that they refuse to make the payments because of "confusion" over whom to pay.

In response, Plaintiffs rehash the same "show me the note" arguments that this Court and others have repeatedly rejected. In other words, Plaintiffs refuse to tender payment to the current servicer unless it produces the promissory note. Plaintiffs' intransigence is in direct violation of the conditions of the preliminary injunction order, and Plaintiffs do not allege that Defendants failed to engage in the required mediation in good faith.

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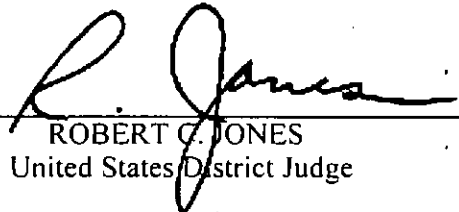
1 **CONCLUSION**

2 IT IS HEREBY ORDERED that the Motion to Lift Injunction (ECF No. 43) is
3 GRANTED.

4 IT IS FURTHER ORDERED that the hearing set for May 29, 2012 is VACATED.

5 IT IS SO ORDERED.

6 Dated this 11th day of May, 2012.

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9 ROBERT C. JONES
10 United States District Judge
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